3276.

SUPREME COURT OF THE UNITED STATES.

No. 92.

JUNIUS AMIS, APPELLANT,

vs.

DAVID MYERS.

APPEAL FROM THE CIRCUIT COURT UNITED STATES, FOR THE EASTERN DISTRICT OF LOUISIANA.

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Circuit court of the United States, fifth circuit, eastern district of Louisiana.

JUNIUS AMIS
vs.
DAVID MYERS. } No. 1663. In equity.

Pleas and proceedings had before said court in this case, on the 7th day of April, 1848, at the city of New Orleans, Louisiana.

Be it remembered, that heretofore, to wit, on the 17th day of January, A. D. 1847, Junius Amis, by his attorney, John R. Grymes, came into the clerk's office of said court and filed the following bill of complaint.

To the honorable the judges of the circuit court of the United States, for the fifth circuit, and eastern district of Louisiana.

The bill of complaint and injunction of Junius Amis, a citizen of the State of Louisiana, residing in the parish of Madison in said State, most respectfully states and shows: That, on the 21st day of April, 1846, one David Myers, stating himself to be a citizen of the State of Alabama, instituted a suit against William D. Amis, a citizen of the State of Louisiana; that such proceedings were had in the said suit that, on the 27th day of March, 1847, judgment was rendered therein by this honorable court in favor of the said plaintiff, Myers, against the said William D. Amis, defendant, for the sum of five thousand and two dollars, with interest and costs of suit, as is set forth in the said judgment; all which will more fully and at large appear by the record of the proceedings in said suit in this honorable court, to which for greater certainty your orator refers and prays the same may be taken and considered as a part of this his bill.

Your orator further shows, that after the rendition of the said judgment the said plaintiff, David Myers, did cause a writ of fieri facias to issue against the said defendant, William D. Amis, and placed the same in the hands of the marshal of the United States, for the said district of Louisiana, to be executed.

Your orator further states, that William F. Wagner, the marshal of the said district, by his deputy, J. H. Rinehart, under color of his said office, and of the said writ of fieri facias, and by the direction of the said plaintiff, or his counsel, or attorney, did some time on or about the sixteenth day of July, last past, enter upon the plantation of your petitioner, situated in the parish of Madison, and did proceed to levy the said execution upon seven slaves, to wit: Kitt, a negro man; Selery, a negro woman; Elias, a negro man; Israel, a negro man; Amos, a negro man; John, a negro man; and Maria, a negro woman; and on one hundred and nineteen bales of cotton found on said plantation; all of which, said slaves and cotton, are more particularly de-

scribed in the advertisements and other proceedings of the said marshal under the said fieri facias.

Your orator further shows, that all the said slaves are the lawful property of your petitioner *of your orator*. That the said William D. Amis, the defendant in said execution, has not now, nor had not at the time *of the time* of the levy and seizure aforesaid, nor at any time whatever, any right, title, or interest, either legal or equitable, in all or any of the said slaves and cotton; that they were, and are now, the exclusive property of your orator, and were at the time of the levy and seizure aforesaid in the exclusive and lawful possession of your petitioner, and from whose possession they were so taken by the said marshal under color of the said writ of fieri facias as aforesaid.

Your orator further states, that the one hundred and nineteen bales of cotton also levied upon and seized by the said marshal as aforesaid, were all and every of them his sole and exclusive property. That they are the produce of his said plantation, raised and grown thereon, and seized and levied upon by the said marshal on the said plantation, and in the exclusive possession of your petitioner; and that the said defendant in execution, William D. Amis, has not, nor ever at any time had, any right, title, or interest, either legal or equitable, in the said plantation, the slaves thereon employed in the cultivation thereof, or in the crops of cotton, or proceeds, or rents and profits of the said plantation.

Your orator further shows, that in total disregard of the rights of your petitioner, the said marshal has persisted in making the said levy and seizure, and, notwithstanding the remonstrance and representations of your orator, has proceeded to sell the said cotton, and has actually adjudicated the same to one Walden, a constable, residing in the city of New Orleans, who was the only bidder at the said sale for the same, and has advertised the said seven slaves to be sold at the seat of justice, of the said parish of Madison, on the 22d day of the present month of January, 1848.

Your orator shows, that the said seizure and levy of the said marshal by the orders and instructions of said Myers, is unlawful, injurious, and oppressive to your petitioner. That the said plaintiff represents himself to be a citizen of the State of Alabama, which your orator alleges is the case; that he is out the jurisdiction of this court, and of this State, and its tribunals, as appears by his allegation in said suit; and your orator is informed, and verily believes, is irresponsible and unable to make reparation for the injuries inflicted upon him. That the damages caused to him by the taking away and sale of the said seven slaves from his plantation, the interruption to the cultivation thereof, and the privation of the actual enjoyment of his property will be great—much greater than he could reasonably hope to recover in an action at law against the said marshal, for the unlawful seizure and sale of the said slaves, and his only remedy is the equitable interference of this court to protect him from the inevitable loss and damage aforesaid. Wherefore he humbly prays that the said David Myers and the said William F. Wagner, marshal as aforesaid, may be made par-

ties hereto, and cited to answer in the premises by due process. That the said slaves and the cotton aforesaid may be decreed to be restored to him. That in the mean time, and until the final judgment of this honorable court in the premises, the said David Myers, plaintiff in said execution, his counsellors or attorney, and all others on his behalf, together with the said marshal, may be restrained and enjoined from all further proceedings under the said execution so far as the property aforesaid is concerned, and especially from the sale of the said seven slaves hereinbefore mentioned, but without prejudice to the rights of the said plaintiff, to proceed on his said execution against any other property or effects of the said defendant in execution, William D. Amis. And your orator prays for all such other and further relief in the premises as justice and equity and the nature of his case may require, and that on the final hearing of the cause the said injunction may be made perpetual, and your petitioner quieted in his lawful possession.

JNO. R. GRYMES, *for petitioner*.

Junius Amis, plaintiff in the foregoing bill, being duly sworn, doth depose and say, that all and singular the matters and things set forth and alleged in the said petition as of his own knowledge are true, and those set forth and alleged from the information of others he believes to be true.

JUNIUS AMIS.

Sworn to and subscribed before me, this 17th day of January, 1847.

N. R. JENNINGS,
U. S. Commissioner.

Endorsed as follows: "Service of subpœna accepted January 20, 1848."

"PRENTISS & FINNEY,
Sol'rs for David Myers."

"1663. U. S. circuit court. Junius Amis vs. David Myers."
Filed 17th January, 1848."

ED. RANDOLPH, *Cl'k*,
By J. Q. A. HOIT.

And afterwards, to wit, on the 17th day of January, 1848, the following entry was made in the minutes:

JUNIUS AMIS
vs. } 1663.
DAVID MYERS.

The defendant, David Myers, and his solicitor, are hereby notified that the complainant, Junius Amis, will move the court on Tuesday, the 18th instant, at one o'clock, p. m., for a writ of injunction in this cause; which will be granted, as prayed for in his bill of complaint, unless said defendant appear and show cause to the contrary on said

day. S. S. Prentiss, esq., the counsel for the defendant, being present, accepted service of said notice.

And on the 19th day of January, A. D. 1848, the following entry was made in the minutes:

JUNIUS AMIS
vs. } 1663.
DAVID MYERS.

The application herein made by the complainant for an injunction, having been assigned for this day, was taken up and argued by counsel; J. R. Grymes, esq., appearing for the complainant, and S. S. Prentiss, esq., for the defendant. Whereupon it was considered by the court that an injunction be and the same is hereby granted the complainant, Junius Amis, on his said bill, enjoining and restraining the defendant, David Myers, from selling the seven slaves seized under and by virtue of an execution issued out of this court in the suit of David Myers vs. Wm. D. Amis, No. 1480, on the complainant entering into bond with H. R. W. Hill, as surety, in the penal sum of ten thousand dollars, conditioned as the law directs.

Bond for injunction.

Know all men by these presents, that we, Junius Amis, as principal, and H. R. W. Hill, as surety, are held and firmly bound, jointly and severally, unto David Myers, in the sum of ten thousand dollars, lawful money of the United States of America, to be paid to the said David Myers, heirs, executors, administrators, and assigns, for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated the 19th day of January, in the year of our Lord eighteen hundred and forty-eight. Whereas the said Junius Amis has this day presented a bill to the honorable the circuit court of the United States, for the fifth circuit, holding sessions in and for the district of Louisiana, praying for an injunction, which was granted: Now, the condition of the above obligation is, that we, the above bounden Junius Amis and H. R. W. Hill, will well and truly pay to the said David Myers, the defendant in said injunction, all such damages as they may recover against us, in case it should be decided that the said injunction was wrongfully obtained.

JUNIUS AMIS, [L. S.]
H. R. W. HILL. [L. S.]

Signed, sealed, and delivered in the presence of
R. W. ESTLIN.

Endorsed as follows: "1663. Filed 19th January, 1848."
"ED. RANDOLPH, *Cl'k*,"
"By J. Q. A. HOIT, *Dep. Clerk.*"

3279.

Answer of David Myers, filed February 4th, 1848.

JUNIUS AMIS
vs.
DAVID MYERS.

In the circuit court of the United States, for the district of Louisiana, in chancery sitting.

The answer of David Myers, to a bill of complaint exhibited against him in this honorable court by Junius Amis.

This respondent, saving and reserving to himself all exceptions, &c., for answer to said bill, or to so much as he is advised it is necessary for him to answer unto, answering says, that true it is he instituted suit against William D. Amis, on the law side of this honorable court, and received judgment therein, as set forth in complainant's bill. It is also true, that respondent caused a writ of fieri facias to be issued on said judgment against said William D. Amis, and had the same placed in the hands of the marshal of the United States, for the district of Louisiana, to be executed. It is also true that said marshal did, through his deputy, J. H. Rhinehart, under and by virtue of said writ of fieri facias, and in pursuance of the instructions of respondent, levy said execution upon the seven slaves mentioned by complainant in his bill, and also upon one hundred and nineteen bales of cotton, all being in the parish of Madison, and State of Louisiana.

Further answering, respondent admits that, under and by virtue of said seizure, the said marshal, by his deputy as aforesaid, proceeded to sell said cotton according to law, and that the same was adjudicated to one —— Walden, who was the highest and best bidder therefor, and who, by virtue of said adjudication, is now the lawful owner thereof.

Respondent further admits that said slaves were advertised for sale under said execution, as stated by complainant; but this respondent wholly denies that said seven slaves were, at the time of said seizure, in the possession of said complainant; and he positively denies that said complainant has, or ever had any right, title, property, or interest in said seven slaves mentioned in said bill and levied on as aforesaid, nor in either of them. And this respondent further avers, that said seven slaves were and are the property of the said William D. Amis, and are subject to said seizure, and to sale thereunder to satisfy said judgment.

And this respondent specifically avers and states, that the said William D. Amis purchased said seven slaves of one N. B. Hill, in the city of New Orleans, on or about the day of , 1846; that said William D. Amis purchased said slaves for his own account, paid for the same with his own individual money, to the amount of five thousand dollars, or thereabouts; and respondent is informed and believes, said William D. Amis gave his individual note for the balance of the purchase money, the same being $300, or thereabouts. Respondent further avers, that said seven slaves were delivered by the vendor to said William D. Amis, in said city of New Orleans, and taken by

him to the plantation on which he resides in the parish of Madison aforesaid, where they have ever since remained, as he is informed and believes, in his possession, until levied upon by the marshal as aforesaid.

Further answering respondent says, that said seven slaves are not the property of said complainant, nor has he any title to or property in them, either legal or equitable; but said seven slaves are the property of the said William D. Amis, the title, both legal and equitable, is in him, and they are all subject to the seizure aforesaid, and liable to be sold to satisfy the judgment obtained by this respondent against the said William. And now having answered to such portions of said bill of complaint as he is advised it is necessary for him to answer unto, this respondent prays that the injunction herein granted be dissolved, and complainant's bill be dismissed with costs.

PRENTISS & FINNEY,
Defendant's solicitors.

STATE OF LOUISIANA,
In the city of New Orleans, to wit.

Personally appeared David Myers, the respondent in the foregoing answer, who, being first duly sworn, says, the matters and things set forth and alleged in the foregoing answer, as of his own knowledge, are true, and those stated from information he believes to be true.

DAVID MYERS.

Sworn to and subscribed before me, this 4th February, 1848.

J. Q. A. HOIT,
U. S. comm'r, district of Louisiana.

Endorsed: "1663. Filed 4th February, 1848."
"ED. RANDOLPH, *Clerk*,"
"By J. Q. A. HOIT, *Dep. clk.*"

And on the 5th day of February, 1848, the following entry was made in the minutes:

JUNIUS AMIS vs. DAVID MYERS. } 1663.

On motion of Prentiss and Finney, solicitors for defendant, it is ordered that *that* complainant, Junius Amis, show cause on Saturday next, the 12th inst., why the injunction granted in this case should not be dissolved upon bill and answer of defendant.

Notice of trial.

United States circuit court, for the fifth circuit and district of Louisiana.

JUNIUS AMIS vs. DAVID MYERS. } No. 1663.

You are hereby notified that the rule to dissolve injunction in this

case is set down to be tried on Saturday, the fourth day of March, A. D. 1848, at 10 o'clock a. m., by order of the court.

Witness my hand, and the seal of the court, this 29th day of February, A. D. 1848, and of the independence of the United States the seventy-second.

[SEAL.]

ED. RANDOLPH, *Clerk*,
By J. Q. A. HOIT, *Dep. Cl'k*.

To JOHN R. GRYMES, esq.

Marshal's return, endorsed on the above.

Rec'd February 29th, 1848, and on the same day served a copy of the within notice of trial on John R. Grymes, esq., in person. Ret'd, New Orleans, Feb. 29th, 1848.

JOS. PRADOS, JR.,
Dy. U. S. Marshal.

Agreement, filed 1st March, 1849.

JUNIUS AMIS
vs.
DAVID MYERS. } In chancery.

United States circuit court for the district of Louisiana.

For the convenience of counsel it is agreed that, for the purpose of taking testimony, this cause shall be held to be at issue just as though the replication were filed, that both parties may proceed to take testimony forthwith, and that the depositions of any witnesses that may be found to be in New Orleans may be taken before any officer duly authorized to administer an oath on behalf of either party by viva voce examination, reasonable notice of the time and place of taking such depositions being first given to the adverse counsel; that in the taking of testimony herein all formal objections are waived and substantial objections reserved; and that all testimony taken in compliance with this agreement may be read upon the motion to dissolve the injunction herein issued, as well as upon the final hearing of the cause.

The deposition of Nath'l B. Hill, heretofore taken in this cause before Edmund Randolph, commissioner, may also be read on the trial of the motion to dissolve the injunction, as well as on the final hearing, subject only to substantial objections; the said deposition to be considered as included within this agreement. Feb'y 29, 1848.

PRENTISS & FINNEY,
For respondent.
JNO. R. GRYMES, *for pl'ff.*

Endorsed: "1663. Filed 1st March, 1848."

ED. RANDOLPH, *Cl'k.*
By J. Q. A. HOIT, *Dy. Cl'k.*

Agreement, filed 4th March, 1848.

JUNIUS AMIS vs. DAVID MYERS. } In chancery.

In the United States circuit court.

It is agreed by counsel that the above-named case be considered at issue, and set down for hearing, on bill, answer, and proofs, on the 3d Monday of March, to wit, the 20th inst. Should either party not then be ready for trial, then the motion to dissolve the injunction shall be submitted, upon the bill, answer, and evidence in the cause. 2d March, 1848.

JNO. R. GRYMES, *for pl'ff.*
PRENTISS & FINNEY, *for def't.*

Endorsed: "1663. Filed 4th March, 1848.
"HOlT, *D. C.*"

And afterwards, to wit, on the 4th March, 1848, the following entry was made of record on the minutes:

JUNIUS AMIS vs. DAVID MYERS. } 1663.

The motion herein made by the defendant to dissolve the injunction granted herein, being assigned for hearing for this day, on filing the agreement of counsel, it is ordered that this case be considered at issue, and set for hearing, on bill, answer, and proofs, on the 3d Monday of March, to wit, the 20th instant; and should either party not then be ready for trial, then the motion to dissolve the injunction shall be submitted, upon the bill, answer, and evidence in the cause.

And afterwards, to wit, on the 29th March, 1848, the following entry was made in the minutes:

JUNIUS AMIS vs. DAVID MYERS. } 1663.

The trial of this case being assigned for this day, appeared the respective parties by their counsel; whereupon said cause was opened to the court, when, after some progress therein, the farther trial of said cause was continued until to-morrow, the 30th inst., at 10 o'clock a. m.

And afterwards, to wit, on the 30th March, 1848, the following entry was made on the minutes:

JUNIUS AMIS vs. DAVID MYERS. } 1663.

The trial of this cause was this day resumed before the court, the

respective parties appearing by their counsel, when the testimony closed; and after the argument of counsel being opened and closed, the cause was submitted, when the court took the same under advisement.

Testimony of complainants.

A notarial act of conveyance—Samuel M. Briscoe to Amis & Butterworth. Offered in evidence by complainants March 29th, 1848.

STATE OF LOUISIANA,
Parish of Madison.

Be it remembered, that on the fourth day of February, A. D. eighteen hundred and forty-two, before me, Malcolm Wallace, a notary public in and for the parish and State aforesaid, duly qualified, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Samuel M. Briscoe, a resident of Claiborne county, in the State of Mississippi, who said and declared, that for the consideration hereinafter expressed, he has sold, conveyed, assigned, transferred, and delivered, and does, by these presents, sell, convey, assign, transfer, and deliver unto Junius Amis and Sam'l F. Butterworth, of the town of Columbus, in the State of Mississippi, all the following described property, viz: All that certain tract of land situate on the Walnut bayou, in this parish, containing seven hundred and twenty-nine acres, more or less, being the same tract purchased by John Briscoe from Isaac Patridge; also the following described fractional sections of land adjoining the above described tract of land, viz: the east half of northwest quarter, the west half of southeast quarter, the east half of southwest quarter, and the northeast quarter of section number thirty-two; also the east half of southeast quarter of section number thirty-two; the west half of southeast quarter of section number thirty-one; also one hundred and twenty acres of land adjoining the above, all adjoining each other, in township number sixteen, of range number fourteen east, and containing fourteen hundred and nine acres, more or less, being the same tracts or parcels of land that were adjudicated to this vendor by the sheriff of the parish of Madison on the 23d day of March, eighteen hundred and forty-one, resulting from a writ of seizure and sale from the district court of the first judicial district, in the State of Louisiana, in the suit of the President and Directors and Company of the Bank of Louisiana vs. John Briscoe; also the following described lots or parcels of land known and designated as follows, and adjoining the above described lands, viz: The east half of southwest quarter of section number thirty-six, the southwest quarter of section number thirty-five, the southeast quarter of section number thirty-six, the east half of southeast quarter of section number thirty-nine, all in township number sixteen, of range number fourteen east, in the district of lands north of Red river, L. D., and being the same lands which this vendor acquired by purchase of the

Government of the United States, as will appear by receiver's receipts Nos. 7,240, 7,241, 7,242, and 7,243, dated Ouachita, Louisiana, August the 9th, 1841, and containing three hundred and sixty-one $\frac{99}{100}$ acres, making in all seventeen hundred and seventy acres sold by the said Samuel M. Briscoe to the said Junius Amis and Sam'l F. Butterworth; to have and to hold the said described and sold lands unto the said purchasers, their heirs and assigns, forever; the said vendor hereby covenanting for himself and his heirs to warrant and forever defend the title to each and every part of the above described property against the lawful claims of all persons whomsoever. Now, the consideration for which this sale is made, is declared to be as follows, viz: The sum of forty thousand eight hundred and forty-eight dollars, to be paid as follows, viz: the said Junius Amis has this day drawn two certain drafts in favor of the said Samuel M. Briscoe on Theophilus Freeman, of New Orleans; the first payable on the 11th day of February, 1842, for the sum of two thousand one hundred and twenty-five dollars and seventy-five cents, and the second for the sum of five thousand dollars, payable on the twenty-first day of March, 1842; and the said Amis and Butterworth have also executed their five certain promissory notes, in solido, of even date herewith, each for the sum of one thousand one hundred and twenty-one $\frac{65}{100}$ dollars, payable to Samuel M. Briscoe or bearer, and bearing interest at six per cent. per annum from date, payable at the Bank of Louisiana, in New Orleans, the first payable on the fourth of February, A. D. eighteen hundred and forty-three, the second on the fourth of February, eighteen hundred and forty-four, the third on the fourth of February, eighteen hundred and forty-five, the fourth on the fourth of February, eighteen hundred and forty-six, and the fifth on the fourth of February, eighteen hundred and forty-seven; also two other promissory notes of the same date, payable to the said Samuel M. Briscoe or bearer, each for the sum of one thousand nine hundred and forty-four dollars, the first payable on the fourth of February, 1847, and the second on the fourth of February, 1848, both bearing interest at six per cent. from date. All which notes and drafts are by me, notary, paraphed "Ne varietur," in order to identify them with this act. And the said Sam. F. Butterworth and Junius Amis assume and promise to pay to the Bank of Louisiana the sum of twenty-four thousand one hundred and seventy-five dollars, being part of a debt or obligation due the said Bank of Louisiana by the said Samuel M. Briscoe, the whole amount of which said debt is twenty-nine thousand one hundred and seventy-five dollars, which debt is secured by mortgage upon the first described tract or tracts of land containing fourteen hundred and nine acres, which act of mortgage was passed before the parish judge of the parish of Madison on the 24th day of March, 1841. And to these presents also appeared Junius Amis, herein acting for Sam. F. Butterworth and himself, who declared that he acccepts this act with all its clauses.

It appears from the certificate of the parish judge of this parish, that there does not exist of record in this office any mortgage or encum-

brance whatsoever, upon the above described lands, in the name of Samuel M. Briscoe, but the following: the special mortgage in favor of the Bank of Louisiana, for the sum of twenty-nine thousand one hundred and seventy-five dollars, payable on the 11th of February next, 1842, on all that tract of land situated on the Walnut bayou, in this parish, containing seven hundred and twenty-nine acres, more or less, being the same land purchased by John Briscoe of Isaac N. Patridge, on the 3d of March, 1835; also the east half of northwest quarter, the west half of southeast quarter, the east half of southwest quarter, and the northeast quarter of section No. thirty-two; also the east half of southeast quarter of section No. thirty-two, the west half of southeast quarter of section No. thirty-one; also one hundred and twenty acres adjoining the above, entered by John Briscoe in June, 1834; all said land adjoining in township No. sixteen, of range No. fourteen east, and containing in all about fourteen hundred and nine acres; also all the stock of work cattle and animals, and all the live and dead stock, together with 39 or 40 slaves attached to, and employed on, said plantation.

Thus done and passed in my office, in the town of Richmond, parish and State aforesaid, in presence of George W. Tarkington and James M. Downs, competent witnesses, who sign with the said appearers and me, notary, after due reading hereof.

Original signed, S. M. BRISCOE,
JUNIUS AMIS,
SAM'L F. BUTTERWORTH.

Witness—G. W. TARKINGTON,
J. M. DOWNS.

M. WALLACE, *Not. Pub.*

STATE OF LOUISIANA,
Parish of Madison.

I hereby certify that the foregoing is a true copy of the original act on file in my office, this 18th day of January, 1848.

Witness my signature and official seal.

[SEAL.] M. WALLACE, *Not. Pub.*

STATE OF LOUISIANA,
Parish of Madison.

I, Jacob C. Seale, recorder in and for said parish, do hereby certify that the act, of which the above and foregoing purports to be a true copy, was recorded in my office on the fourth day of February, A. D. 1842.

Witness my signature and the impress of my official seal, this 18th day of January, A. D. 1848.

[SEAL.]

J. C. SEALE, *Recorder*.

Endorsed: "1663. Offered in evidence by complainants, March 29, 1848."

"HOIT, *D. C.*"

Stacy, agent for Susannah Jones.—Conveyance to Junius Amis. Offered in evidence by complainants, March 29, 1848.

STATE OF LOUISIANA, *Parish of Madison.*

Be it remembered, that on this 16th day of June, in the year of our Lord one thousand eight hundred and forty-seven, and in presence of the witnesses undersigned, before me, Jacob C. Seale, recorder in and for the parish of Madison, duly commissioned and qualified, and residing therein, personally came and appeared Junius Amis, planter, a resident of the said parish of Madison, and also David S. Stacy, of the parish of Concordia, herein acting and stipulating for and in behalf of Miss Susanna Jones, a femme sole of the parish of Tensas, by virtue of a power of attorney from the said Susannah to the said Stacy, passed before Alexander C. Hunter, recorder in and for the parish of Concordia, and dated the twenty-fourth day of May, one thousand eight hundred and forty-seven, a duly certified copy of which is annexed to this act.

And the said Stacy did declare and say, that, acting for and in the capacity of agent for the said Susanna Jones, he has sold, transferred, and delivered, and by these presents does hereby sell, transfer, and deliver, unto the said Junius Amis, all the right, title, and interest of the said Susanna Jones in and to the following described property, land, and slaves, &c., together with all the improvements on said land, and the increase of the slaves, inventoried on the 7th day of October, A. D. 1833, as belonging to the succession of John Jones, deceased, and situate (now) in the parish of Madison, and being the same property recovered by the said Susannah in the suit of Charles Jones & al. vs. Hunter & King, in which she intervened, by a judgment of the district court for the parish of Concordia, dated May 27th, 1845, and lately affirmed by the supreme court of this State; the land being stated in said judgment to contain four hundred and forty-six $\frac{45}{100}$ acres, and to be composed of lots No. 1, and the east half of lot No. 3, of section No. 20; lots Nos. 2 and 3, of section 22; the west half of lot No. 3, of section 21; the southwest quarter of section No. 15, and the northwest quarter of section No. 15; all of said lands being in township No. sixteen, of range No. thirteen east, in the district of lands north of Red river; and also the following named slaves, attached to and employed upon said land, viz., Ambrick, Biddy, Jane, Americus, Elsey or Ailsey, America, Edmund, Jordan, Shadrack, Martha, Jacob, Betsey, and Barnet, and all the increase of said slaves as aforesaid.

And the said Stacy further declared, that he hereby releases and discharges the said Amis and Richard Featherston from the payment of the judgment decreeing rents against them in the aforesaid suit, and also acquits, releases, and discharges the said Amis and Featherson from the payment of all the rents and profits of said property that have accrued since the date of the aforesaid judgment.

And the said Stacy further declared and said, that he hereby sells, transfers, assigns and sets over, unto and in favor of the said Junius

Amis, the aforesaid judgment rendered in her favor in the suit aforesaid, and also all the rights, of whatever nature, by her acquired under or by virtue of said judgment, in and to any property therein stated and sued for.

The foregoing sales and transfers are made and completed without any warranty whatever, except against the personal acts of the said Susanna Jones; the said Amis hereby declaring that he is well and intimately acquainted and informed as to the true situation, condition, and state of title to each and every portion of the *portion of the* property here sold and transferred to him, and that he specially liberates, exonerates, and dispenses the said Susanna from all and every species of warranty whatever, and against all and every kind and species of liability, except those resulting from her own personal and individual acts.

The foregoing sales, transfers, releases, and acquittances are made for the price and consideration of twenty-two thousand five hundred dollars, of which the said Amis has paid in cash the sum of two thousand five hundred dollars, the receipt whereof is acknowledged, and the said Amis forever discharged therefrom; and to secure the payment of the balance of said price, twenty thousand dollars, the said Amis has executed his eight promissory notes, all bearing even date with this act, and duly identified therewith by me, recorder; all bearing eight per cent. interest from date, till paid; and all payable at the Mechanics and Traders' Bank of New Orleans; four of said notes being for the sum of three thousand seven hundred and fifty dollars each, and payable, one on the first of March, A. D. 1848, one on the first day of March, A. D. 1849, one on the first day of March, A. D. 1850, and one on the first of March, A. D. 1851; all of said four notes being made payable to the order of the said Susanna Jones; and the four other notes being for the sum of twelve hundred and fifty dollars each, payable to bearer at the same dates, respectively, as the four notes first above stated.

And the said Junius Amis declared and said, that, for the purpose of more effectually securing at maturity the payment of the aforesaid eight promissory notes, and of the interest thereon to accrue, he does hereby specially mortgage and hypothecate unto and in favor of the said Susanna Jones, and of whomever may be the owner and holder of any or of all of said eight promissory notes, all the aforesaid property herein sold and purchased by him, hereby binding himself not to alienate, deteriorate, or encumber the said mortgaged property to the prejudice of this mortgage, and conferring judgment for the amount and interest of said promissory notes.

And the said Junius Amis did further declare and say, that, for the purpose of further and more effectually securing the payment of the aforesaid eight promissory notes at maturity, and of the interest thereon to accrue, he does by these presents specially mortgage and hypothecate, unto and in favor of the said Susanna Jones, the following named nine slaves belonging to him, the said Amis, and employed by him on

his plantation in the parish of Madison, viz: Kit, a man of black color, aged about 40 years, a carpenter; Silvey, his wife, black, aged 38 years; Israel, a man, black, aged 20 years; Amos, do., 19 years; Elias, do., 19; Edmond, do., black, 22; John, man, light yellow, 28; Rebecca, a seamstress, mulatto, aged 22; and Willis, a boy, black, aged 16; the said Amis binding himself not to alienate, deteriorate, or encumber the said last-named nine slaves, or to remove them from the parish of Madison, during the continuance of this mortgage.

And the said Amis further declared and said, that he hereby binds and obligates himself to execute, on the first day of January next, or at any time thereafter when duly called upon for that purpose, an additional special mortgage upon forty other unincumbered slaves belonging to him, and being in the parish of Madison, as a further and additional security for the payment of the within-mentioned eight promissory notes, and of the interest thereon to accrue; and that upon his failure, refusal, or default to execute said further and additional mortgage at said date, or when called upon, according to the true intent and meaning of this act, then the whole of said debt, twenty thousand dollars—the amount of said eight promissory notes—and all the interest thereon accrued up to the date of said default, shall become by said default ipso facto due and payable; and the said Susanna, or the holders of any of the notes, may proceed instanter to collect the same, as if the full term of time stipulated for the payment thereof had expired; and the said Amis shall not be entitled to any indulgence or delay.

And the said parties mutually declare, that they waive and dispense with the production of the certificate of mortgages, showing the mortgages and privileges existing upon the property herein sold and purchased, and upon the additional nine slaves mortgaged by the said Amis, and indemnify me, recorder, against all damages on account of the non-production of said certificate.

Done and passed the date above written, at my office, in the town of Richmond, in presence of Allen Pierre and John T. Mason, competent witnesses, who have signed with the parties, and me, recorder.

(Signed) SUSANNA JONES,
By D. S. STACY, *Agent*.
JUNIUS AMIS.

A. PIERRE,
JOHN T. MASON.

J. C. SEALE, *Recorder*.

STATE OF LOUISIANA,
Parish of Madison.

I, Jacob C. Seale, recorder, in and for the parish of Madison aforesaid, do hereby certify, that the within and foregoing three pages contain a true and correct copy of the original act of sale from David S. Stacy, as agent and attorney in fact for Susanna Jones, to Junius Amis, on file and of record in my office.

Witness my signature, and the impress of my official seal, this 18th day of January, A. D. 1848.

[L. S.] J. C. SEALE, *Recorder*.

Endorsed: "Offered in evidence by complainants, March 29, 1848."
"HOIT, *D'y clk*."

Conveyance—S. M. Briscoe to Junius Amis and Samuel F. Butterworth. Offered in evidence by complainants, March 29, 1848.

Copy.

STATE OF LOUISIANA,
Parish of Madison.

Be it remembered, that, on this fourth day of February, A. D. eighteen hundred and forty-two, before me, Malcolm Wallace, a notary public, in and for the parish and State aforesaid, duly qualified, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Samuel M. Briscoe, a resident of Claiborne county, in the State of Mississippi, who said and declared that, for the consideration hereinafter expressed, he has sold, conveyed, assigned, transferred, and delivered, and does by these presents sell, convey, assign, transfer, and deliver unto Junius Amis and Samuel F. Butterworth, of the town of Columbus, in the State of Mississippi, all the following described property, viz: All that certain tract of land situated on the Walnut bayou, in this parish, containing seven hundred and twenty-nine acres, more or less, being the same tract purchased by John Briscoe from Isaac N. Partridge; also the following described or fractional sections of land adjoining the above described tract of land, viz., the east half of the northwest quarter, the west half of the southeast quarter, the east half of the southwest quarter, and the northeast quarter of section No. thirty-two; also the east half of southeast quarter of section No. thirty-two, the west half of southeast quarter of section No. thirty-one; also one hundred and twenty acres of land adjoining the above, all adjoining each other, in township No. sixteen, of range No. fourteen east, and containing fourteen hundred and nine acres, more or less, being the same tracts or parcels of land that were adjudicated to this vendor by the sheriff of the parish of Madison on the 23d day of March, A. D. eighteen hundred and forty-one, resulting from a writ of seizure and sale from the district court, of the first judicial district, in the State of Louisiana, in the suit of the President, Directors and Company of the Bank of Louisiana vs. John Briscoe; also the following described lots and parcels of land, known and designated as follows, and adjoining the above described lands, viz., the east half of the southwest quarter of section No. thirty-six, the southwest quarter of section No. thirty-five, the southeast quarter of section No. thirty-six, the east half of southeast quarter of section No. thirty-nine, all in township No. sixteen, of range No. fourteen east, in the district of lands north of Red river, Louisiana, and being the same lands which this vendor acquired by purchase of [the] Government of the United States,

as will appear by receiver's receipts, Nos. 7,240, 7,242, and 7,243, dated Ouachita, Louisiana, August the 9th, 1841, and containing three hundred and sixty-one $\frac{8}{100}$ acres, making in all seventeen hundred and seventy acres sold by the said Samuel M. Briscoe to the said Junius Amis and Samuel F. Butterworth. To have and to hold the said described and sold lands unto the said purchasers, their heirs, and assigns, forever; the said vendor hereby covenanting, for himself and his heirs, to warrant and forever defend the title to each and every part of the above described property against the lawful claims of all persons whomsoever.

Now, the consideration for which this sale is made is declared to be as follows, viz: The sum of forty thousand eight hundred and forty-eight dollars, to be paid as follows, viz: The said Junius Amis has drawn this day two certain drafts in favor of the said Sam'l M. Briscoe, on Theophilus Freeman, of New Orleans, the first payable on the 11th day of February, 1842, for the sum of two thousand one hundred and seventy-five dollars and seventy-five cents, and the second for the sum of five thousand dollars, payable on the 21st day of March, 1842. And the said Amis and Butterworth have also executed their five certain promissory notes, in solido, of even date herewith, each for the sum of one thousand one hundred and twenty-one $\frac{65}{100}$ dollars, payable to Samuel M. Briscoe, or bearer, and bearing interest at six per cent. per annum from date, payable at the Bank of Louisiana, in New Orleans; the first payable on the fourth of February, A. D. eighteen hundred and forty-three; the second *on the second on the second* on the fourth of February, eighteen hundred and forty-four; the third on the fourth of February, eighteen hundred and forty-five; the fourth on the fourth of February, eighteen hundred and forty-six; and the fifth on the fourth of February, eighteen hundred and forty-seven. Also two other promissory notes, of the same date, payable to the said Samuel M. Briscoe, or bearer, each for the sum of one thousand nine hundred and forty-four dollars, the first payable on the fourth of February, 1847, and the second on the fourth of February, 1848, both bearing interest at six per cent. from date; all which notes and drafts are by me, notary, paraphed "Ne varietur," in order to identify them with this act. And the said Sam. F. Butterworth and Junius Amis assume and promise to pay the said Bank of Louisiana the sum of twenty-four thousand one hundred and seventy-five dollars, being part of a debt or obligation due the said Bank of Louisiana by the said Samuel M. Briscoe; the whole amount of which said debt is twenty-nine thousand one hundred and seventy-five dollars, and which debt is secured by mortgage upon the first described tract or tracts of land, containing fourteen hundred and nine acres; which act of mortgage was passed before the parish judge of the parish of Madison, on the 24th day of March, 1840.

And to these presents also appeared Junius Amis, herein acting for Samuel F. Butterworth and himself, who declared that he accepts this act, with all its clauses.

It appears, from the certificate of the parish judge of this parish, that

3285.

there does not exist of record in his office any mortgage or incumbrance whatsoever upon the above described lands, in the name of Samuel M. Briscoe, but the following, viz: The special mortgage in favor of the Bank of Louisiana, for the sum of twenty-nine thousand one hundred seventy-five dollars, payable on the eleventh of February next, A. D. 1842, on all that tract of land situated on the Walnut bayou, in this parish, containing seven hundred and twenty-nine acres, more or less, being the same land purchased by John Briscoe of Isaac N. Partridge, on the 3d March, 1835. Also the east half of northwest quarter, the west half of southeast quarter, the east half of southwest quarter, and the northeast quarter of section number thirty-two. Also the east half of southeast quarter of section No. thirty-two, (32,) the west half of southeast quarter of section No. thirty-one. Also one hundred and twenty acres of land adjoining the above, entered by John Briscoe, in June, 1834, all said land adjoining, in township No. 16, of range No. 14 east, and containing in all about fourteen hundred and nine acres. Also all the stock of work, cattle, and animals, and all the live and dead stock, together with 39 or 40 slaves attached to and employed on said plantation.

Thus done and passed in my office, in the town of Richmond, parish and State aforesaid, in presence of George W. Tackington and James M. Downs, competent witnesses, who sign with the said appearers and me, notary, after due reading hereof.

(The original is signed)

SAM. M. BRISCOE,
JUNIUS AMIS,
SAM. F. BUTTERWORTH.

Witnesses: G. W. TACKINGTON,
J. M. DOWNS.

M. WALLACE, *Notary public.*

Endorsed: "Ex'd by me, Nov. 29, 1842.
"S. F. BUTTERWORTH."

"1663. Offered in evidence by compl'ts, March 29, 1848.
"HOIT, *Dy. Cl'k.*"

Power of attorney—Susanna Jones to D. S. Stacy. Offered in evidence by complainants, 29th March, 1848.

STATE OF LOUISIANA,
Parish of Concordia, ss.

Be it remembered, that on this twenty-fourth day of May, in the year of our Lord one thousand eight hundred and forty-seven, and in presence of the witnesses hereinafter named and undersigned, before me, Alexander C. Hunter, recorder in and for the parish aforesaid, duly commissioned and qualified, personally came and appeared Miss Susanna Jones, a femme sole, of the age of majority, residing in the

parish of Tensas, in this State, which appearer did declare and say, that she has nominated, constituted, and appointed, and by these presents does hereby nominate, constitute, and appoint David S. Stacy, of the parish of Concordia, her true and lawful agent and attorney in fact, giving and granting to the said Stacy full power, authority, and capacity to administer, manage, and dispose by sale or otherwise, of all property of whatever kind, situate in the State of Louisiana, of which she may be owner, or in which she may be interested, at such price, upon such terms and conditions, whether for cash, or upon a credit, as he, the said Stacy, may judge right and proper, to take notes and mortgages, or other securities, for the better assuring the payment of the price of such of her property as he may sell, to receive and receipt for all moneys that he may receive for her, and to give valid acquittances for the same, to draw and endorse promissory notes and bills of exchange for her, and in her name, to compromise any and all matters in which she may be interested, to prosecute and defend for her any and all suits in which she may be a party, to purchase for her any property that the said Stacy may think expedient; and finally, to do and perform any and all other matters and things that he may deem advisable and advantageous to her interests, although the same be not herein expressed. And especially and particularly authorizes and empowers her said attorney to sell and transfer, without however any warranty of title except against herself, and those claiming through or under her, and to quit claim unto Junius Amis, of the parish of Madison, all her right, title, and interest whatever, in and to the property consisting of land and slaves, &c., situate in the parish of Madison, inventoried on the 7th day of October, A. D. 1833, as belonging to the succession of John Jones, deceased, and being the same property recovered by this appearer in the suit of Charles Jones and al. vs. Hunter and King, wherein she intervened by a judgment of the district court of the parish of Concordia, dated May 27th, 1845, and lately affirmed by the supreme court. The land being stated in said judgment to contain 446 $\frac{45}{100}$ acres, and to be composed of lots No. 1, and the E. half of lot No. 3, of section No. 21; lots No. 2 and 3, of section 22; the west half of lot No. 3, of section 21; the southwest quarter of section No. 15, and northwest quarter, of section 15; all in township 16, R. 13 E., in the district of lands north of Red river; and also the following slaves, named Ambrick, Biddy, Jane, Americus, Elsey or Ailsey, America, Edmund, Jordon, Shadrach, Martha, Jacob, Betsey, and Barnet, and all the increase of said slaves, and the improvements, &c., placed upon the land, hereby authorizing the said Stacy to release and enter satisfied the judgment for rents and profits rendered against Amis and Richard Featherston, in the before described suit, and to waive and abandon all claims, she, the said Susanna, might have for the rents and profits of said property accrued subsequent to the date of the aforesaid judgment; and finally, authorizing the said Stacy to transfer, and set over, and quit claim to the said Amis, the aforesaid recited judgment in her favor, and all the rights and actions whatever

by her derived or acquired under the same. The aforesaid sale, transfer, acquittance, and releases, to be made for the price of twenty-two thousand five hundred dollars, of which two thousand five hundred dollars is to be paid in cash, and the balance, $20,000, in four equal instalments, payable on the first days of March, 1848, 1849, 1850, and 1851, for all of which notes are to be executed by the said Amis, all bearing eight per cent. interest, from date, till paid, and to be secured by special mortgage, and vendor's privilege reserved upon the property sold, and also by a special mortgage upon such other property as the said Stacy may require. And the said appearer declared, that she specially authorizes the said Stacy to make sale at such price and upon such terms and conditions as may be satisfactory to him, of a tract of land formerly owned by her father, the said John Jones, containing about one thousand acres, situate on the bayou Grand Caillow, in the parish of Terrebonne, in this State. And the said Stacy being present declared, that he accepts of the said agency herein conferred on him.

Done and passed at the house of the said Stacy, the date above written, in presence of Edward Sparrow and Thomas Edwards, competent witnesses, who have signed with the parties and me, recorder.

(Original signed) SUSANNA JONES,
D. S. STACY,

EDWARD SPARROW,
THOS. EDWARDS.

A C. HUNTER, *Recorder*.

STATE OF LOUISIANA,
Parish of Madison.

Recorded in conventional mortgage, Record Book B, pages 463, 464, and 465. Also, in Notarial Record Book B, pages 585 and 586.

Witness my signature and official seal, this 16th June, A. D. 1847.

[SEAL.] J. C. SEALE, *Recorder*.

STATE OF LOUISIANA,
Parish of Concordia.

I, Alexander C. Hunter, recorder in and for said parish, do hereby certify, that the foregoing and within act is a true copy of the original on file in this office.

In testimony whereof, I hereunto have signed my name and affixed the seal of my office, at Vidalia, this 25th day of May, A. D. 1847.

[SEAL.]

A. C. HUNTER, *Recorder*.

Endorsed: "1663. Offered in evidence by complainants, March 29, 1848.

"HOIT, *Deputy Clerk*."

Sale of slaves—Sam. F. Butterworth to Junius Amis. Offered in evidence by complainants March 29, 1848.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day before me, William Christy, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Samuel F. Butterworth, of this city, who declared that, for the consideration hereinafter expressed, he does, by these presents, grant, bargain, sell, convey, and deliver unto Junius Amis, of the parish of Madison, in this State, present, accepting and purchasing for himself, his heirs, and assigns, and acknowledging delivery and possession thereof, all the right, title, interest, and claim which he has in and to the following named slaves, to wit:

Names.	Ages.	Color.	Names.	Ages.	Color.
Tom Shad (lame)	50	Black.	Gustin	50	Black.
Tempy	47	"	Easter Drake	35	"
Allen	48	"	Miles	9	"
Sciller	44	"	Mary	19	"
Wiley	10	"	Irwin	8	"
Patience	25	"	Airy	17	"
Baker	25	"	Wash. Ridley	25	"
Peter	4	"	Ben. Drew	30	"
Deley	23	"	Eliza	24	"
Isham	40	"	Bob	5	"
Austin	4	"	Liley	10	"
Judy	3	"	Mark	26	"
Easter	22	"	Savory	5	"
Washington	24	"	Martha	32	"
Lender	39	"	Simon	18	"
Mack	13	"	Luke	12	"
Dave	10	"	Airy	10	"
Ily	1	"	Kiss	16	"
Fenton (lame)	40	"	Kinchen	9	"
Mungo (lame)	35	"	Anthony	40	"
Minty	28	"	Olieve	35	"
Savory	17	"	Erwin	9	"
Fanny	22	"	Peter	60	"
Daniel	6	"	Zeve	60	"
Susan	5	"	Charles (idiot)	20	"
Mason	2	"	Anderson	32	yellow.
Harry	55	"	Arnetta	26	black.
Dinah	55	"	Frederick	10	yellow.
Elizabeth	16	"	Rose	6	"
Herbert	17	"	Peggy	4	"
Cheney	18	"	Richmond	32	black.
Isaac	16	"	Ludy	29	"
Ciaracy	15	"	Rachel	7	"
			Making, together, 63.		

A portion of the said slaves were purchased by the present vendor and Abraham S. Humphries, at a sale made by A. G. Wier, marshal of the northern district of Mississippi, at Columbus, on the 6th July, 1840, he having subsequently purchased the interest of the said Humphries, and the balance are made up of the increase of those purchased as aforesaid. Also twenty-five head of horses and mules, thirty ploughs, forty head of cattle, one hundred and twenty-five head of hogs, with all the farming utensils and movable appurtenances now on the plantation of the said vendor, situate in the said parish of Madison, adjoining that of the said purchaser, and on which the said slaves are now employed, and where they have been since about the year 1841.

It is well understood, and agreed to, by and between the parties to these presents, that the said vendor gives no guarantee of title to the said slaves, or any of them, except against his own acts, nor does he guarantee them, or any of them, against the redhibitory vices, maladies, and defects prescribed by law, the said purchaser acknowledging himself to be well acquainted with the character and health of the said slaves.

And it is, moreover, understood and agreed to, by and between the said parties, that in case any of the above described slaves should not be of the lot purchased at the marshal's sale aforesaid, or their increase, they are not to be included in this sale, with the exception of the boy Wash Ridgely. This sale is made for and in consideration of the sum of twenty-five thousand dollars, and interest, for which the said purchaser has given his five several promissory notes for the sum of five thousand dollars each, drawn to the order of the said vendor, dated this day, and made payable respectively at the Bank of Louisiana in this city, in one, two, three, four, and five years after date, and bearing interest on the face thereof, at the rate of six per cent. per annum, from date until final payment; which notes, after having been paraphed by me, said notary, to identify them with this act, were delivered to the said vendor, who hereby acknowledges the receipt thereof.

Now, therefore, in order to secure the punctual payment of the said notes and interest, the said purchaser hereby specially mortgages and hypothecates the said slaves to his said vendor, promising and binding himself not to alienate or encumber the same, or any part of them, to the prejudice of this mortgage.

And here the said purchaser declared that he dispensed with the production of certificates from the recorder of mortgages for this parish and said parish of Madison, showing the mortgages, if any, upon the said slaves, and to be annexed to this act, as required by article 3,328 of the civil code of this State.

And now personally came and intervened in these presents Mistress Mary Emily Amis, of lawful age, and wife of said Samuel F. Butterworth, who did declare unto me, notary, that it is her wish and intention to release, in favor of the said purchaser, the slaves, &c., herein described, from the matrimonial, dotal, paraphernal, and other rights, and from any claims, mortgages, or privileges, to which she is or may

be entitled, whether by virtue of her marriage with her said husband or otherwise. Whereupon I, the said notary, did inform the said wife, apart and out of the presence and hearing of her said husband, and before receiving her signature, that she had by law a legal mortgage on the property of her said husband; first, for the restitution of her dowry, and for the reinvestment of the dotal property sold by her husband and which she brought in marriage, reckoning from the celebration of the marriage; secondly, for the restitution and reinvestment of the dotal property by her acquired since marriage, whether by succession or donation, from the day the succession was opened or the donation perfected; thirdly, for nuptial presents; fourthly, for debts by her contracted with her said husband; and fifthly, for the amount of her paraphernal property alienated by her and received by her said husband, or otherwise disposed of for the individual interest of her said husband. And the said wife did thereupon declare unto me, notary, that she was fully aware of and acquainted with the nature and extent of the matrimonial, dotal, paraphernal, and other rights and privileges thus secured to her by law on the property of her said husband, and that, availing herself of the rights secured to her by the second section of an act passed by the legislature of this State, authorizing wives to make valid renunciations, &c., approved on the 27th day of March, eighteen hundred and thirty-five, she, nevertheless, did persist in her intention of renouncing, not only all the rights, claims, and privileges hereinbefore enumerated and described, but all others, of any kind or nature whatever, to which she is or may be entitled by any laws now or heretofore in force in the State of Louisiana. And the said husband being now present aiding and authorizing his said wife in the execution of these presents, she, the said wife, did again declare that she did, and doth hereby, make a formal renunciation and relinquishment of all her said matrimonial, dotal, paraphernal, and other rights, claims, and privileges, in favor of the said purchaser, binding herself and her heirs at all times to sustain and acknowledge the validity of this renunciation.

Thus done and passed in my office, at the city of New Orleans, in the presence of Henry Rareshide and David A. Bickel, witnesses of lawful age, and domiciliated in this city, who hereunto sign their names, together with the said parties and me, the said notary, on the twenty-third day of February, in the year of our Lord one thousand eight hundred and forty-seven.

(Original signed) SAM. F. BUTTERWORTH,
MARY E. BUTTERWORTH,
JUNIUS AMIS.

H. RARESHIDE,
D. A. BICKEL.

WM. CHRISTY, *Not. pub.*

I certify the foregoing to be a true copy of the original on file and of record in my office. In faith whereof I grant these presents, [L. S.] under my signature and the impress of my seal of office, at New Orleans, on this thirteenth day of January, in the year of our Lord one thousand eight hundred and forty-eight.

WM. CHRISTY, *Not. pub.*

Endorsed: "1663. Offered in evidence by complainants, March 29, 1848."

HOIT, *D'y clerk.*

Testimony of H. R. W. Hill, offered by compl'ts March 28th, A. D. 1848.

Circuit court of the United States, for the fifth circuit and district of Louisiana.

JUNIUS AMIS vs. DAVID MYERS. } 1663.

Be it remembered, that on this 28th day of March, A. D. 1848, before me, Ed. Randolph, a commissioner of the United States in and for the district of Louisiana, duly commissioned and qualified by the 5th circuit court and district of Louisiana, under and by virtue of the several acts of Congress in such case made and provided, personally came and appeared H. R. W. Hill, a witness for the complainant, a person of sound mind and lawful age, who, being by me first duly cautioned, sworn, and examined:

H. R. W. Hill, being duly sworn, deposeth and saith, that about December, 1846, at the request of S. F. Butterworth, I went with him to Milliken's bend to prevent Wm. D. Amis from shipping a part of his, Butterworth's, crop of cotton to Wright, Williams & Co. On our arrival at Duck port we found the cotton all ready to ship by W. D. Amis. Having made advances on the cotton to Butterworth, I claimed and insisted on Butterworth's taking the bill of lading in his name, and consigning the cotton to Dick & Hill, which he done. During the night Junius Amis and S. F. Butterworth and myself had a full and free conversation about the family difficulty. Wm. D. Amis said he bought the negroes, and that, from some understanding he had in former years with Butterworth, he considered that he had a claim on the property, and manifested a disposition to assume the ownership. Butterworth disclaimed against it, and proposed to refer all their accounts to mutual friends, and if W. D. Amis would pay him what the property had cost him he might have it. After W. D. Amis found that I would not permit the cotton to be shipped to Wright, Williams & Co., he proposed to send the negroes that he had purchased down to New Orleans, and have them sold [to] pay his bill. He appeared very much mortified, and, to save his honor, his brother solicited me to pay for the negroes, and that he would take them. After some considera-

tion I consented to do so. As well as I now recollect, Junius Amis drew a bill on Dick & Hill at 9 months for that purpose; but it being longer date than could be used, we gave Wright, Williams & Co. the note of Dick & Hill, with interest to make it equal to cash, and paid them the bill accepted for the negroes; which sum was charged to Junius Amis.

Cross examined.

The property spoken of above, as claimed by William D. Amis, was not the negroes in question in this suit, but the plantation and slaves upon which William D. Amis resided, and on which the cotton was grown. W. D. Amis offered to give deponent the seven slaves in dispute if deponent would pay the debt to Wright, Williams & Co. Neither party, i. e. Butterworth or Junius Amis, sanctioned the act of W. D. Amis; it was exclusively an act of his own in the purchase of said negroes, or his claim to the aforesaid plantation and slaves.

Deponent either saw the bill of sale of the seven slaves in controversy, and it was in blank, or he heard it spoken of among the parties as in blank. Wm. D. Amis claimed, in the plantation and slaves upon which the cotton was made, a conditional interest, saying that it had been agreed between him and Butterworth that he, Amis, should be entitled to the property after certain conditions performed or payments made, which conditions he alleged had been performed. This Butterworth and Junius Amis denied. Butterworth, at the time of the purchase of the slaves in controversy by Wm. D. Amis, represented himself as the owner of the plantation and slaves. The controversy, as deponent understood, between Butterworth and Wm. D. Amis, grew out of former promises and understandings, that when Butterworth received as much to indemnify him against all losses and expenses he incurred in purchasing the plantation and slaves referred to, he would let Wm. D. Amis have the property. Wm. D. Amis alleged that Butterworth had been indemnified for his losses and expenses respecting said plantation, and that he (W. D. Amis) was entitled to it under the agreement. Butterworth disputed this, and the dispute thus arising was referred to Dr. Gwinn. During this controversy there seemed to be a very bad state of feeling between William D. Amis and Butterworth.

Re-examined.

When Wm. D. Amis set up these claims to the property referred to in the first instance, neither of them were present; but that on deponent's communicating to Mr. Junius Amis what Mr. W. D. Amis had said, Mr. W. D. Amis was called in, and they talked the matter over together. Butterworth was not present at either time. In this conversation Junius Amis did not assent to the pretension of Wm. D. Amis.

H. R. W. HILL.

Sworn to and subscribed before me, at the city of New Orleans, this 28th March, A. D. 1848.

ED. RANDOLPH,
U. S. comm'r.

Testimony of Wm. D. Amis.

Wm. D. Amis, being duly sworn in court, doth depose and say, that, in the fall of 1846, he and Butterworth and Junius Amis met on Walnut bayou, at Junius Amis's house; being in conversation concluded that seven or eight hands should be bought for the plantation that winter; that a very fine crop of cotton had been made on the plantation that year; that said deponent came down to New Orleans, in December, and purchased of Mr. Hill the negroes specified in the deed of sale. The money to pay for the negroes was obtained from Wright, Williams & Co., to wit, $5,000, by hypothecating 150 bales of cotton. The bill of sale was taken in blank. That Mr. Myers, the defendant in this suit, was present at the time, and introduced deponent to Mr. Hill, and told deponent that his brother was interested with Mr. Hill in the sale of negroes in New Orleans; that he, Mr. Myers, was acquainted with the whole of the transaction; that at that time there was a negotiation going on between Mr. Junius Amis and Sam'l Butterworth for the purchase of the Walnut Bayou plantation; and that the bill of sale was taken in blank, to be filled up either with the names of Junius Amis or Samuel Butterworth. That deponent returned to Madison parish to have the cotton shipped, and that when the 150 bales of cotton *was* placed on the bank of the river, that on the arrival of the steamer Magnolia, that Mr. H. R. W. Hill and Mr. Butterworth came with the boat, and Junius Amis and deponent, when Mr. Hill informed deponent that he had advanced to Mr. Butterworth a large amount on that plantation and its products, and that he could not consent that the cotton should be shipped to Wright, Williams & Co., at the suggestion of Junius Amis, who was willing to take the slaves, and with the approbation of H. R. W. Hill. Mr. Hill was to come to New Orleans and adjust the matter to the entire satisfaction of Messrs. Wright, Williams & Co.; and that the said Junius Amis was to take the negroes, as specified in the injunction; that deponent came to New Orleans some eight or ten days afterwards, and learned from Mr. Wright, of the firm of Wright, Williams & Co., that Mr. H. R. W. Hill had arranged every thing to his satisfaction. That Junius Amis had provided the means, through Mr. Hill, to pay the draft of $5,000, which deponent had drawn on Wright, Williams & Co., to raise the money to pay [for] the seven slaves purchased from Mr. Hill; that the Magnolia arrived at the landing as before stated, with Mr. Hill and Butterworth, about the 25th December, 1846, when these transactions took place, as he has before related. That he filled up the blank in the bill of sale with the name of Junius Amis, some four or five days after these transactions occurred. That the bill of sale was so filled up and delivered in consequence of Junius Amis providing the money to pay for the said slaves, and now files the original bill of sale above alluded to.

Cross examined.

That deponent has resided in the State of Louisiana six or seven

years. Came to this State from Mississippi. This deponent first resided, when he came to this State, in Parish Rapides, and resided there 12 months. That he followed there the business of planting, and resided on a rented place. That he cultivated the place with the slaves mentioned in the deed from Butterworth to Junius, marked 5, and offered in evidence by complainants. That he then moved upon Walnut bayou. That he has resided there but a short while there; that he then came down to New Orleans, and resided then at the Mississippi Springs and his brother Junius's for about two years; and that since he has resided at his brother Junius's and the Mississippi Springs until within the last 12 months. That when he purchased the seven slaves, mentioned in the bill of sale in evidence, he was residing on Walnut bayou, on a place below Junius Amis, forming a part of the Briscoe tract. That previous to December, 1846, he had not resided there more than a month; that since that time he has continued to reside there. That he expected that after Mr. Butterworth had been remunerated for the money advanced for the slaves mentioned in the deed, marked 5, that he would have a claim upon them. That these slaves having been sold in Mississippi upon various executions issued against deponent, and having been purchased by Mr. Butterworth, from the position of Mr. Butterworth towards the deponent, he supposed, upon being repaid the purchase money, that he would have an interest in them. That he had never had any conversation on the subject with Mr. Butterworth, nor had he any written or verbal agreement on the subject. On examining the deed, marked 5, he had never any written agreement with Mr. Butterworth on the subject; but Mr. Butterworth having told deponent that he had paid more for the slaves than they were worth, witness told Mr. Butterworth that his brother Junius would pay him what they had cost. That is the only conversation he ever had with Mr. Butterworth in relation to these slaves since the purchase of them by Mr. Butterworth, about deponent's interest in them. Mr. Butterworth drew off his account against the slaves. It was much larger than deponent had any idea of, amounting to some $48,000 or $50,000, and he exhibited his vouchers in Dr. Gwin's room. That after having discovered that it was [a] much larger amount than the property was worth—say 65 slaves—that Junius Amis gave him for the 65 slaves, as they were family negroes, $25,000, payable in 1, 2, 3, 4, and 5 years. That deponent had no difficulties or account between him [and] Mr. Butterworth which were referred to Dr. Gwinn. Nothing was referred to Dr. Gwinn. Witness states that he does not know of any thing that was referred to Dr. Gwinn relative to the accounts between himself and Mr. Butterworth.

Deponent expects that when the slaves sold by Butterworth to his brother Junius shall have worked out the price given by Junius, that deponent would have an interest in them, but that he has had no agreement, either written or verbal, to that effect.

Witness thought he had an interest in the slaves much larger than

he has since the account drawn off by Mr. Butterworth against the property; that he has spoken to 3d persons as having an interest in the plantation and slaves on Walnut bayou; that he has held himself out to the world generally as having an interest in said plantation and slaves. It is more than probable that he has spoken to persons with whom he has transacted business of the plantation and slaves as his. That he has never had any agreement or contract with Mr. Butterworth for wages, as overseer, on said plantation and slaves; that he has shipped 20 bales of cotton from the said plantation, but does not think it was in his own name.

Question. Did you ever ship any cotton from the plantation in your own name?

Answer. I have shipped 20 bales of cotton from said plantation, but do not think it was in my own name. It was sent to Mr. Davenport, at Vicksburg, to pay for supplies furnished to the plantation.

Deponent received from Wright, Williams & Co., a portion of the proceeds of said 20 bales, upon an account made out from their books in his own name. Deponent says that the bill of exchange attached to the deposition of R. C. Faulkner is the bill drawn by deponent on Wright, Williams & Co., by which he raised the money to purchase the seven slaves in controversy.

Endorsed: "Testimony of W. D. Amis."

Bill of sale of 5 slaves.—Offered in evidence by complainants, and alluded to in the testimony of W. D. Amis, March 29th, 1848.

New Orleans, *Louisiana*.

Know all men by these presents, that I, N. B. Hill, of Columbia, South Carolina, for and in consideration of the sum of four thousand two hundred dollars, to me in hand paid, at and before the sealing and delivery of these presents, by Junius Amis, the receipt whereof I do hereby acknowledge, have bargained and sold, and by these presents do bargain, sell, and deliver unto the said Junius Amis the following slaves, seven in number: Kit, 40 years of age, $800; Selvey, 40 years, $100; Israel, 20, $800; Andy, 19, $800; Elias, 18, $800; Maria Buckley, 19, $700; Willis, 14, $200. The boy, Willis, being unsound, having sore eyes, and at the risk of the said purchaser; the old woman, Silvey, only guarantied as to title; the remainder, Kit, Israel, Elias, and Andy, and Mariah, fully guarantied against the vices and maladies prescribed by law, warranted sound and healthy; to have and to hold the said slaves unto the said Junius Amis, his executors, administrators, and assigns, to his and their only proper use and behoof forever.

Witness my hand and seal, this 11th day of December, 1846.

N. B. HILL, [L. S.]
Of Columbia, S. C.

J. T. Fleming.

The girl, Mariah, has a child in South Carolina, which I promise to deliver to Mr. Amis in the trade, he paying nothing but the expense of bringing him out.

N. B. HILL.

December 12, 1846.

Endorsed: "1663. Offered in evidence by complainant, and alluded to [in] the testimony of W. D. Amis, March 29, 1848.

"HOIT, *Deputy Clerk*."

Testimony offered by defendant—Affidavit of N. B. Hill.

Circuit court of the United States, in and for the fifth circuit, and district of Louisiana.

JUNIUS AMIS
vs.
DAVID MYERS.

Be it remembered, that this 11th day of February, 1848, before me, John Q. A. Hoit, a commissioner of the United States, in and for the district aforesaid, duly commissioned and qualified by the fifth circuit court, and district of Louisiana, under and by virtue of the several acts of Congress in such case made and provided, personally came and appeared N. B. Hill, a witness for the defendant, a person of sound mind and lawful age, who, being by me first duly cautioned, sworn, and examined:

N. B. Hill, being duly sworn, deposes and says, that he is thirty-five years of age; resides in Columbia, South Carolina; that he has been trading in slaves, merchandise, &c.; that he knew William D. Amis as certain purchaser of slaves that this deponent sold to him; that in December, 1846, Wm. D. Amis came to this deponent, in the city of New Orleans, and bargained for eight slaves, the names of which slaves were—Kit, his wife Silva, Israel, Amos, Elias, John, and Maria, and another boy who had an affection of the eyes; he believes his name was Willis, but cannot now recollect positively; said Amis purchased said slaves from deponent, and took them away; deponent delivered them to said Amis on board of a steamboat; said Amis paid deponent about $4,700 in cash, and gave this deponent his note for $300, being the balance of the purchase money; the bill of sale given by deponent to said Amis was an act under private signature; in the bill of sale given by deponent the name of the purchaser was left blank, and presumes it was done at the request of said Amis; said Wm. D. Amis purchased said slaves for himself, and never mentioned that he was acting for any one else; he spoke to deponent of his plantation, and, from his conversation, deponent took him to be a planter purchasing negroes for his plantation; the note given for the balance of the purchase money, to wit, for $300, as above stated, was signed W. D. Amis, and not as agent for any person; that to secure the said $300 he took a written acknowledgment on the same paper, with the note writ-

ten under the same, that the boy John, one of the slaves sold, should be held as deponent's property until the payment of said note; that all these writings were acts under private signature; said acknowledgment was signed by said W. D. Amis in the same manner as the note, in his individual capacity, and not as agent for any person. Witness knew no other person in the transaction but the said Wm. D. Amis.

N. B. HILL,
of Columbia, South Carolina.

Sworn to and subscribed before me, this 11th Feb'y, 1848.

J. Q. A. HOIT,
U. S. commissioner, district of Louisiana.

Endorsed: "Filed Feb. 11, 1848.

"ED. RANDOLPH, *Clerk*."

"Offered in evidence by defendant March 29, 1848."

"HOIT, *D. C.*"

Deposition of N. B. Hill.

Personally appeared before me, Ed. Randolph, U. S. commissioner, N. B. Hill, a person of sound mind and lawful age, who did depose and say, that he is thirty-five years of age; resides in Columbia, South Carolina; that he has been trading in slaves, merchandise, &c.; that he knew William D. Amis as purchaser of certain slaves that this deponent sold to him; that in December, 1846, W. D. Amis came to this deponent, in the city of New Orleans, and bargained for eight slaves, the names of which slaves were—Kit, his wife Silva, Israel, Amos, Elias, John, and Maria, and another boy who had an affection of the eyes; he believes his name was Willis, but cannot now recollect positively; said Amis purchased said slaves from deponent, and took them away; deponent delivered them to said Amis on board of a steamboat; said Amis paid deponent about $4,700 in cash, and gave this deponent his note for $300, being the balance of the purchase money; the bill of sale given by deponent to said Amis was an act under private signature; in the bill of sale given by deponent the name of the purchaser was left blank, and presumes it was done at the request of said Amis; said Wm. D. Amis purchased said slaves for himself, and never mentioned that he was acting for any one else; he spoke to deponent of his plantation, and, from his conversation, deponent took him to be a planter purchasing negroes for his plantation; the note given for the balance of the purchase money, to wit, for $300, as above stated, was signed W. D. Amis, and not as agent for any person; that to secure the said $300 he took a written acknowledgment on the same piece of paper with the note, written under the same, that the boy John, one of the slaves sold, should be held as deponent's property until the payment of said note; that all these writings were acts under private signature; said acknowledgment was signed by said W. D. Amis in the same manner as the note, in his individual capacity, and not as agent for

any person. Witness knew no other person in the transaction *by* the said W. D. Amis. Deponent traded the note for $300, above mentioned, to Theophilus Freeman. He does not know that Freeman's first name is Theophilus, but knows he is a negro trader. Within a few days past deponent asked Freeman for said note, and Freeman told him he had given it to Junius Amis to collect of Wm. D. Amis. Deponent says that he has at home a letter from W. D. Amis relating to a child of Maria, one of the slaves above mentioned, in which said Wm. D. Amis requested deponent to send the child to him, Amis, as Maria was sometimes frantic from the loss or absence of it. Deponent had promised to send Amis the child in question. Deponent did not sell the child of Maria to Wm. D. Amis, but promised to send it to him as a donation. Deponent's reason for giving it away to Amis was a desire that it should be with its mother, and because the child was so near white it would be worth nothing as a slave.

N. B. HILL,
of Columbia, South Carolina.

UNITED STATES OF AMERICA,
State of Louisiana, city of New Orleans.

I hereby certify, that I was this day attended by N. B. Hill, whose name is affixed to the foregoing deposition; that he was a man of sound mind and lawful age, and that the reason for taking this deposition is, that the witness lives in Columbia, South Carolina, as he declared on oath, which place is more than 100 miles distant from the city of New Orleans, where the deposition was taken; that I made out in writing, and caused to be served on John R. Grymes, in the city of New Orleans, a notice of the time and place of the taking of this deposition, and of his right to attend and cross examine the witness in behalf of his client, to wit, Junius Amis, the complainant in a civil suit now depending in the circuit court of the United States, for the district of Louisiana, of the style of Junius Amis vs. David Myers, and in which this deposition is intended to be used. That the testimony thus delivered by the witness, who had been by me first duly examined, cautioned, and sworn to tell the whole truth, I took down in writing in the presence of the said witness, and read it to him in an audible voice, and that he subscribed the same in my presence. I further certify, that I have retained this deposition in my possession, to be by me sealed up and delivered into the court for which it was intended; that I am not counsel, attorney, or agent, for either of the parties to the above suit, and in no manner interested in the issue of the same. I further certify, that heretofore, to wit, on the 10th of February instant, I gave notice to the said John R. Grymes to attend on the evening of that day at the examination of said witness, and that said Grimes not appearing I postponed the examination until to-day at 12 M., and gave new notices to said Grymes, to wit, the notice first mentioned in this certificate.

Witness my hand and seal, at the city of New Orleans, this eleventh day of February, A. D. 1848.

ED. RANDOLPH, [L. S.]
U. S. commissioner for the district of La.

Endorsed: "1663. Deposition de bene esse—N. B. Hill." "Opened and filed, March 28, 1848."

"ED. RANDOLPH, *Clerk*,"
"By J. Q. A. HOIT, *D'y clk*."

"Offered in evidence by defendant, March 29, 1848."
"HOIT, *D'y clk*."

Deposition of James B. Rowley.—Offered by def't March 29, 1848.

Personally appeared before me, Ed. Randolph, United States commissioner for the district of Louisiana, one James B. Rowley, a witness for respondent, in the case of Junius Amis vs. David Myers, No. 1663 of the docket of the United States circuit court, fifth circuit, and district of Louisiana, who, being duly sworn, did depose and say: That he is forty-two years of age, and that he is a resident of the city of New Orleans. He is acquainted with the respondent, David Myers, and knows Junius Amis by sight. He is also acquainted with William D. Amis, of Madison parish, Louisiana. Deponent says that, in the last of November or first of December, in the year 1846, he acted as a broker in the purchase of certain slaves by said William D. Amis of one N. B. Hill; that there were seven slaves embraced in said purchase. The names of the slaves mentioned were—Kit, his wife *of* Silva, and three sons, Israel, Amos, and Elias, also John, Maria, and a boy named Willis, who had an affection of the eyes. He (deponent) had repeated conversations with William D. Amis, of several hours' duration, in relation to the purchase of these slaves. William D. Amis professed to purchase these slaves on his own individual account; said Amis spoke of no other person as interested in the transaction. William D. Amis, in said conversations referred to, frequently spoke of his plantation, and the fine crop he was making, and stated that he bought the boys to make husbands for some girls he had; Amis spoke of the plantation and slaves as his own. The slaves were delivered to said Amis in pursuance of said purchase, he paying for them $5,000 in cash, and giving his own individual note for the balance, viz., about $300. The whole price was $5,300; as well as the witness recollects. After the bargain was closed, and before payment, witness was offered by another person two hundred dollars advance on the price of the girl Maria, and then applied to William D. Amis to know if he would accept of this offer; William D. Amis replied with some appearance of being offended, and as though witness had implied a doubt of his (Amis's) complying with the contract; that he thought witness had known him (Amis) long enough to know that when he made a contract he would comply with it. Witness saw the said slaves delivered the next morning after the sale to William D. Amis on board

of a steamboat; Amis said at that time that he was taking them up to his plantation. Witness saw the bill of sale given for these negroes. The bill of sale was written by Hill; the name of the purchaser was left blank. The bill of sale was a private act; Hill told witness at the time of writing it, that the name of the purchaser was left out at the request of said Amis. Witness saw this bill of sale, in that condition, delivered by Hill to Amis; the name of Junius Amis was never mentioned in connexion with this transaction from beginning to end.

JAMES B. ROWLEY.

Sworn to and subscribed before me, this 2d day of March, 1848.

ED. RANDOLPH,
U. S. comm'r.

The foregoing deposition was taken in pursuance of an agreement on file, and at the instance of the counsel for respondent is left open, that the complainant's counsel may recall and cross examine the witness, if he thinks proper.

ED. RANDOLPH,
March 2d, 1848. *U. S. comm'r.*

Endorsed: "Filed March 2d, 1848.
"ED. RANDOLPH, *Clerk*."

"Offered in evidence by defendant, March 29, 1848.
"HOIT, *D. C.*"

Testimony of R. C. Faulkner, offered by def't 29th March, 1848.

Personally appeared before me, the undersigned, commissioner of the U. S. for the dist. of Louisiana, Richard C. Faulkner, a witness for the respondent in a civil cause now depending in the U. S. circuit court for the fifth circuit and dist. of Louisiana, [between] Junius Amis and David Myers, who, being sworn to testify the whole truth, did depose and say, viz: That he is nearly 30 years of age; lives in New Orleans, and has been book-keeper, since 1845, for Wright, Williams & Co., commission merchants. Knows Wm. D. Amis, of the parish of Madison, Louisiana; has been intimate with him for the last five years; also knew him when he was a boy. Deponent saw William D. Amis in New Orleans in Dec'r, 1846. Amis came to the commission house of Wright, Williams & Co. with a letter of introduction from Wm. B. Davenport, agent for Wright, Williams & Co. in Vicksburg. Deponent has looked diligently among the papers of the house for this letter, but has not been able to find it. Said letter, the deponent remembers, represented Mr. Wm. D. Amis as a wealthy cotton planter, who wished to do business with their house. The house of Wright, Williams & Co. was then in possession of twenty bales of cotton, which had been shipped by Wm. B. Davenport aforesaid, on account of Wm. D. Amis. The letter of introduction above mentioned stated that said Amis was the owner of the said 20 bales cotton, and directed Wright, Williams & Co. to settle with him for the proceeds of the sale of said 20 bales of cotton. At the time said cotton was received by Wright, Williams

& Co. it was accompanied by a bill of lading in which the cotton was marked and consigned as the property of William D. Amis. Mr. Davenport, agent at Vicksburg, had advanced Wm. D. Amis about four hundred dollars on said 20 bales of cotton, and an account had been opened on the books of the house with said Amis individually. The balance of said consignment of 20 bales of cotton was paid to said Amis when he came to the city as aforesaid, with the exception of a small sum which was paid by Davenport at Vicksburg. Several days after William D. Amis presented said letter of introduction, he applied to Wright, Williams & Co. to raise about five thousand dollars in money, representing that he wished to purchase some negroes—a lot of some seven or eight—that he thought were a bargain; that he had upwards of one hundred bales of cotton on the bank of the river, which he would ship to the house by the first boat after he got home, if they would advance him the money. He then drew the bill hereto annexed and marked ("A,") and identified with this deposition by the signature of the undersigned comm'n m't. Wright, Williams & Co. immediately discounted this bill and paid the money to Wm. D. Amis; the amount was ($5,000) five thousand dollars. After this transaction Wm. D. Amis shipped no more cotton to the house of Wright, Williams & Co. The cotton which he had promised to send, as an inducement to obtain the advance, was not sent. William D. Amis, in all the transactions mentioned, did not represent himself as acting as the agent of any other person. The house dealt with him in his own individual name and on his individual account. Amis said he was acting for himself, and spoke of no other person. Further the deponent saith not.

R. C. FAULKNER.

Sworn to and subscribed before me, this sixth day of March, 1848.

ED. RANDOLPH,
U. S. commissioner.

The foregoing deposition was taken in pursuance of an agreement of the parties on file in this case, and in the presence of their respective counsel, John R. Grymes and S. S. Prentiss. March 6th, 1848.

ED. RANDOLPH, *U. S. com'r.*

Document (A,) annexed to the above.

First of exchange for $5,028 49.

NEW ORLEANS, *December 12th*, 1846.

Thirty days after date of this first of exchange, (second unpaid,) pay to the order of myself five thousand and twenty-eight $\frac{49}{100}$ dollars, value received, and charge the same to account.

WM. D. AMIS.

To Messrs. WRIGHT, WILLIAMS & Co.

No. 86. New Orleans, and endorsed "Wm. D. Amis."

Also endorsed ("A,") annexed to the deposition of R. C. Faulkner. March 6, 1848.

ED. RANDOLPH, *U. S. com'r.*

Endorsed, "Testimony of R. C. Faulkner. Filed March 6th, A. D. 1848." "No. 1663."

"ED. RANDOLPH, *Cl'k.*"

"Offered in evidence by def't, March 29, 1848."

"HOIT, *D. Cl'k.*"

Testimony of H. M. Wright, offered by defendant.

Testimony of H. M. Wright, called by defendant, taken by consent, and to be used on the trial of the case of Junius Amis vs. David Myers, now depending before the circuit court of the *circuit court of the* United States for the district of Louisiana.

Present: Jno. R. Grymes, counsel for plaintiff; S. S. Prentiss, [counsel for] defendant.

H. M. Wright, being sworn, deposes and says, that he is a member of the firm of Wright, Williams & Co., cotton factors in the city of New Orleans. Deponent says that some time in December, 1846, William D. Amis, of the parish of Madison, Louisiana, came to New Orleans, and purchased a lot of negroes, say seven or eight. Deponent says that said Amis obtained from him some money (five thousand dollars) on a bill which deponent discounted, and is annexed to the deposition of R. C. Faulkner in this case. The bill was drawn by Amis for the express purpose of purchasing these negroes. After deponent had discounted the bill and paid Amis the money, he (Amis) told deponent he had purchased the negroes with it. Deponent knew no one in the transaction but William D. Amis. He spoke of purchasing the negroes for his plantation opposite Vicksburg, and on his own account. W. D. Amis had a letter of introduction to deponent's house from their correspondent in Vicksburg, representing him as a very respectable planter. He brought with him cotton to about the same time as of his arrival. Some twenty bales of cotton *was* received by deponent on account of said Amis, and an account with him opened on their books. No portion of the proceeds of said swenty bales of cotton went to the payment of the five thousand dollars advanced for the purchase of negroes.

Cross examined.

Deponent does not recollect the name of the person from whom the negroes were bought, nor the exact number of slaves, *the slaves*, but thinks they were some seven or eight.

H. M. WRIGHT.

Sworn to and subscribed before me, this 17th March, 1848.

ED. RANDOLPH, *U. S. Commissioner.*

Endorsed: "Filed March 17th, 1848."
"ED. RANDOLPH, *Cl'k.*"

"Offered in evidence by def't, March 29, 1848."
"HOIT, *D. C.*"

Testimony of J. H. Rinehart, offered by def't.

Testimony of J. H. Rinehart, called up by defendant, taken by consent, and to be used on the trial of the case of Junius Amis vs. David Myers, now depending before the circuit court of the United States for the district of Louisiana.

Present: Jno. R. Grymes, counsel for plaintiff; S. S. Prentiss, [counsel for] defendant.

Deponent says, he is about thirty-two years of age, and that he is a deputy marshal for the district of Louisiana. That on the 26th day of July, A. D. 1847, he seized seven negroes, viz: Kit and his wife, Sillery, aged about 50 years; Elias, a negro man, aged 20 years; Israel, aged 22; Amos, a negro man, aged 19 years: John, a negro man, aged 22; and Maria, a house servant, aged about 20 years; on a fi. fa. from the U. S. circuit court for the district of Louisiana, in the suit of David Myers vs. Wm. D. Amis. Deponent found them in the possession of Wm. D. Amis, who surrendered them to satisfy the execution. At the time of said seizure, said William D. Amis acknowledged they were the same negroes he had purchased in December of the preceding year from a negro trader in New Orleans.

J. H. RINEHART.

Sworn to and subscribed before me, this 17th March, 1848.
ED. RANDOLPH, *U. S. Commissioner.*

Endorsed: "Filed March 17th, 1848. No. 1663."
"ED. RANDOLPH, *Cl'k.*"

"Offered in evidence by def't, March 29, 1848."
"HOIT, *Dep. Cl'k.*"

And afterwards, to wit, on the 7th day of April, A. D. 1848, a final decree was rendered in this case, and entered in the minutes; and on the 12th day of April, A. D. 1848, the said final decree was recorded in the judgment docket, and signed, in the words and figures following, to wit:

December term, 1847.—New Orleans, Friday, 7th April, 1848.

Court met pursuant to adjournment. Present: the honorable Theo. H. McCaleb, district judge; absent: the honorable John McKinley, presiding judge.

JUNIUS AMIS
vs. } 1663.
DAVID MYERS.

This cause came on to be heard upon bill, answer, depositions, and proofs. It is ordered, adjudged, and decreed, and the court doth hereby order, adjudge, and decree, that the injunction in this case be dissolved. It is further ordered, adjudged, and decreed, that complainant's bill be dismissed, and that he pay the costs of this suit.

Judgment rendered 7th of April, 1848; signed 12th April, 1848.

THEO. H. McCALEB, [SEAL.]
U. S. Judge.

Petition for appeal.

Circuit court of the United States, fifth circuit, and Louisiana district.

JUNIUS AMIS
vs. } In equity.
DAVID MYERS.

To the honorable the judges of the circuit court of the United States, for the fifth circuit, and district of Louisiana.

The petition of Junius Amis, the plaintiff in the above entitled case, humbly shows, that there is error in the final decree pronounced by this honorable court against him in the above entitled case, as he is informed and believes. Wherefore he prays an appeal to the Supreme Court of the United States, according to law.

JNO. R. GRYMES,
For petitioner.

Order.—Endorsed on the above petition.

Let an appeal be granted in this case, on bond being given, with good and sufficient security, in the sum of twelve thousand dollars, conditioned according to law, with Theo. Freeman and R. W. James as surety. April 24th, 1848.

THEO. H. McCALEB,
U. S. Judge.

Endorsed: "Filed 26th April, 1848."

ED. RANDOLPH, *Clerk.*
By J. Q. A. HOIT, *D. C.*

And afterwards, on the 26th day of April, 1848, the following entry was made in the minutes:

JUNIUS AMIS
vs. } 1663.
DAVID MYERS.

On motion of Prentiss & Finney, counsel for defendant, it is or-

dered, that the complainant show cause on Saturday next, the 29th April, 1848, why additional security should not be given on the appeal bond in the above-named case.

Continuance, entered in the minutes, April 29, 1848.

JUNIUS AMIS vs. DAVID MYERS. } 1663.

The motion herein made by the defendants on the complainant to show cause why additional security should not be given on the appeal bond in this case, being returnable this day by consent of counsel, the same was continued until Tuesday, the 2d day of May, 1848, at 9 o'clock, a. m.

And afterwards, to wit, on the 2d day of May, 1848, the following entry was made in the minutes:

JUNIUS AMIS vs. DAVID MYERS. }

The rule taken in this case by the defendant on the complainant to show cause why additional security should not be given on the appeal bond in this case being returnable this day, appeared the respective parties, by their counsel, when the complainant, by his counsel, John R. Grymes, esq., offered Nath'l T. Williams, of Madison parish, Louisiana, as additional security on the said appeal bond, which was accepted; and thereupon, on motion, the complainant is allowed twenty days to obtain the signature of the said Nath'l T. Williams on said appeal bond.

Bond for appeal, filed 20th May, 1848.

Know all men by these presents, that we, Junius Amis, as principal, and Theophilus Freeman and R. W. James, as sureties, are held and firmly bound, jointly and severally, unto David Myers, in the full and just sum of twelve thousand dollars, to be paid to the said David Myers, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, jointly and severally, by these presents. Sealed with our seals, and dated this 24th day of April, in the year of our Lord one thousand eight hundred and forty-eight. For that whereas, on the said 24th day of April, A. D. 1848, the aforesaid Junius Amis hath prayed for, and obtained from the honorable the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, an appeal from a decree in equity rendered on the 7th day of April, 1848, and signed on the 12th day of April, 1848, in said court, and in a certain cause lately depending before said court, wherein said Junius Amis was complainant, and said David Myers defendant:

Now, the condition of the above obligation is, that if the above bounden Junius Amis, appellant, shall prosecute his appeal with effect, and answer all damages and costs if he fail to make his appeal good, then this obligation to be void; otherwise, to remain in full force and virtue. (5 words erased, null.)

JUNIUS AMIS, [SEAL.]
By his agent and attorney in fact,
THEOPHILUS FREEMAN. [SEAL.]
R. W. JAMES, [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. F. ADAMS.

Bond for appeal, filed 20th May, 1848.

Know all men by these presents, that we, Junius Amis, as principal, and Nat. T. Williams, as security, are held and firmly bound, jointly and severally, unto David Myers, in the full sum of twelve thousand dollars, to be paid to the said David Myers, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this twenty-fourth day of April, in the year of our Lord one thousand eight hundred and forty-eight.

For that, whereas on the said twenty-fourth day of April, A. D. 1848, the aforesaid Junius Amis hath prayed for, and obtained from the honorable the circuit court of the United States, for the fifth circuit, holding sessions in and for the district of Louisiana, an appeal from a decree in equity, rendered on the seventh day of April, eighteen hundred and forty-eight, and signed on the twelfth day of April, (1848,) eighteen hundred and forty-eight, in said court, and in a certain cause lately depending before said court, wherein said Junius Amis was complainant, and said David Myers was defendant:

Now, the condition of the above obligation is, that if the above bounden Junius Amis, appellant, shall prosecute his appeal with effect, and answer all damages and costs if he fail to make his appeal good, then this obligation to be void, otherwise to remain in full force and virtue.

JUNIUS AMIS, [L. S.]
N. T. WILLIAMS. [L. S.]

Signed [and] sealed in the presence of—
W. D. AMIS.

Petition for appeal, filed 18th December, 1852.

To the honorable the circuit court of the United States, for the fifth circuit, and eastern district of Louisiana.

The petition of Junius Amis, plaintiff, humbly shows, he is ad-

vised there is error in the judgment rendered against him in his suit vs. David Myers. Petitioner desires to appeal from said judgment, and herewith tenders his bond, with security, according to law, and prays he be allowed to appeal to the honorable the Supreme Court of the United States, according to law.

E. L. GOOLD, *Att'y.*

And on the 18th day of ~~November~~ December, 1852, the following order was entered of record on the minutes:

JUNIUS AMIS vs. DAVID MYERS. } 1663.

On motion of E. L. Goold, attorney for complainant, and on presenting and filing petition praying an appeal, returnable to the next term of the Supreme Court of the United States, from the decree herein rendered on the 12th of April, 1848, it is ordered that the same be allowed, on plaintiff's giving bond, with good security, in the penal sum of five hundred dollars, conditioned as the law requires.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit, and eastern district of Louisiana.

CLERK'S OFFICE.

I, John W. Gurley, clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, do herby certify, that the foregoing 47 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of Junius Amis vs. David Myers, No. 1663 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 5th day of February, A. D. 1853.

[SEAL.]

J. W. GURLEY, *Clerk.*

I, Theodore H. McCaleb, United States judge for the eastern district of Louisiana, do hereby certify, that John W. Gurley, whose name is signed to the above certificate as clerk of the circuit court of the United States, for the fifth circuit and eastern district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand and seal, at the city of New Orleans, in said district, this 5th day of February, A. D. 1853.

THEO. H. McCALEB, [SEAL.]

Citation of appeal.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit, and eastern district of Louisiana.

To DAVID MYERS.

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, to be holden at the city of Washington, on the first Monday of December, A. D. 1853, pursuant to an appeal granted from a decree of the circuit court of the United States, fifth circuit, and eastern district of Louisiana, wherein Junius Amis is appellant, and you are appellee, to show cause, if any there be, why the said decree should not be corrected, and speedy justice be done to the parties in that behalf.

Witness the Hon. Roger B. Taney, chief justice of the said Supreme Court of the United States, this eighteenth day of December, A. D. 1852.

THEO. H. McCALEB, [SEAL.]
U. S. Judge.

Marshal's return.

Received, December 22d, 1852, and on the 31st December, 1852, I served a copy of the within citation of appeal on David Myers, he being absent at the time, by handing same to John Finney, esq., his attorney of record, in New Orleans, and returned.

W. S. SCOTT,
U. S. Marshal,
By W. T. MILLER,
Deputy Marshal.

Citation of appeal.

United States of America, circuit court of the United States, fifth circuit, and eastern district of Louisiana.

To DAVID MYERS.

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, to be holden at the city of Washington, on the first Monday in December, A. D. 1853, pursuant to an appeal granted from a decree of the circuit court of the United States, fifth circuit, and eastern district of Louisiana, wherein Junius Amis is appellant, and you are appellee, to show cause, if any there be, why the said decree should not be corrected, and speedy justice be done to the parties in that behalf.

Witness the Hon. Roger B. Taney, chief justice of the Supreme Court of the United States, at New Orleans, this eighteenth December, A. D. 1852. [SEAL.]

J. W. GURLEY, *Clerk.*

Marshal's return.

Received December 22d, 1852, and on the 31st December, 1852, I served a copy of the within citation of appeal on David Myers—he being absent at the time—by handing same to John Finney, esq., his attorney of record, in New Orleans, and returned.

W. S. SCOTT, *U. S. marshal,*
By W. T. MILLER, *Deputy marshal.*

UNITED STATES OF AMERICA, *ss.*

To William F. Wagner, (late marshal,) greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, to be holden at the city of Washington on the first Monday in December next, pursuant to an appeal granted from a decree of the circuit court of the United States, for the fifth circuit, and eastern district of Louisiana, wherein Junius Amis is appellant, and you et al. are appellees, to show cause, if any there be, why the said decree should not be corrected, and speedy justice be done to the parties in that behalf.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at New Orleans, this 1st day of [SEAL.] February, A. D. 1853.

THEO. H. McCALEB, [SEAL.]
U. S. judge.

Attest: J. W. GURLEY, *Clerk.*

Marshal's return.

Received February 2d, 1853, and on the same day served copy of the within citation on William F. Wagner, late United States marshal, personally, in New Orleans; returned into court.

CHA. A. LABUZAN,
Deputy marshal.

New Orleans, February 3d, 1853.